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 8 2850 South Jones Boulevard, Suite 1
 8 Las Vegas, Nevada 89146-5308
 9 Telephone: (702) 228-7590
 9 Facsimile: (702) 892-0122
 10 E-Mail: bkfilings@s-mlaw.com

11 Attorneys for Debtors and Debtors-in-Possession

12 **UNITED STATES BANKRUPTCY COURT**
 13 **DISTRICT OF NEVADA**

13 In re: 14 USA COMMERCIAL MORTGAGE COMPANY, 15 Debtor.	15 Case No. BK-S-06-10725 LBR 16 Case No. BK-S-06-10726 LBR 17 Case No. BK-S-06-10727 LBR 18 Case No. BK-S-06-10728 LBR 19 Case No. BK-S-06-10729 LBR
20 In re: 21 USA CAPITAL REALTY ADVISORS, LLC, 22 Debtor.	22 Chapter 11 23 Jointly Administered Under 24 Case No. BK-S-06-10725 LBR
25 In re: 26 USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, 27 Debtor.	27 Date: 28 Time:
28 In re: 29 USA CAPITAL FIRST TRUST DEED FUND, LLC, 30 Debtor.	30
31 In re: 32 USA SECURITIES, LLC, 33 Debtor.	34
35 Affects: 36 <input type="checkbox"/> All Debtors <input checked="" type="checkbox"/> USA Commercial Mortgage Company <input type="checkbox"/> USA Securities, LLC <input type="checkbox"/> USA Capital Realty Advisors, LLC <input type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC <input type="checkbox"/> USA First Trust Deed Fund, LLC	35 DECLARATION OF THOMAS J. ALLISON IN SUPPORT OF DEBTOR'S MOTION TO RETURN INVESTOR FUNDS HELD IN ESCROW (AFFECTS USA COMMERCIAL MORTGAGE COMPANY)

1 I, Thomas J. Allison, hereby declare, verify and states as follows:

2 1. I am the President and Chief Restructuring Officer of USA Commercial Mortgage
 3 Company ("USACM"). I make this Declaration in support of Debtor's Motion to Return Investor
 4 Funds Held in Escrow. This Declaration is based upon my personal knowledge and the facts set
 5 forth herein.

6 2. On April 13, 2006 (the "Petition Date"), USACM and its above-captioned affiliates
 7 filed petitions for relief under chapter 11 of the Bankruptcy Code. By order entered June 9, 2006,
 8 the Court approved the joint administration of the Debtors' bankruptcy cases.

9 3. In March of 2006, USACM, acting as a mortgage broker, obtained \$200,000 from
 10 Robert G. Berry Jr. and Jeannette K. Berry, husband and wife, as joint tenants with the right of
 11 survivorship ("Berrys"), and \$50,000 from Vivien C. Bonzo, an unmarried woman, and Sonia
 12 Rodriguez, an unmarried woman, as joint tenants with the right of survivorship
 13 ("Bonzo/Rodriguez") (the Berrys and Bonzo/Rodriguez shall collectively be referred to as the
 14 "Two Investors"), for a total of \$250,000, which was intended to be invested as an additional
 15 advance on a loan to Bundy Canyon Land Development, LLC ("Borrower") known as the "Bundy
 16 Canyon \$7.5 Million Loan" which is secured by real property in Riverside County, California (the
 17 "Property").

18 4. The loan documents indicate that the Bundy Canyon \$7.5 Million Loan was to be for a
 19 principal amount of up to \$7,500,000 and the initial principal amount of \$4,900,000 was funded
 20 on or about August 17, 2005, as evidenced by a Promissory Note of even date therewith, which
 21 was secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing
 22 covering the Property, which was recorded on August 25, 2005, as Document No. 2005-0698067
 23 (the "Deed of Trust") in the Official Records of Riverside County, California. A copy of the Deed
 24 of Trust is attached hereto as Exhibit A.

25 5. An additional principal amount of \$1,300,000 was funded on the Bundy Canyon \$7.5
 26 Million Loan on or about September 27, 2005, increasing the total principal amount to \$6,200,000,
 27

1 as evidenced by a Promissory Note of even date therewith. In addition, a First Amendment to
2 Deed of Trust which increased the amount secured thereby, as well as added some additional
3 collateral, was recorded on September 28, 2005, as Document No. 2005-0801955 (the "First
4 Amendment") in the Official Records of Riverside County, California. A copy of the First
5 Amendment is attached hereto as Exhibit B.

6 6. An additional principal amount of \$250,000 was funded on the Bundy Canyon \$7.5
7 Million Loan or about December 19, 2005, increasing the total principal amount to \$6,450,000, as
8 evidenced by a Promissory Note of even date therewith. In addition, a Second Amendment to
9 Deed of Trust which increased the amount secured thereby was recorded on January 9, 2006, as
10 Document No. 2006-0017133 (the "Second Amendment") in the Official Records of Riverside
11 County, California. A copy of the Second Amendment is attached hereto as Exhibit C.

12 7. In or about March of 2006, it was contemplated that the amount to be funded for the
13 Bundy Canyon \$7.5 Million Loan, would be increased by an additional \$250,000, bringing the
14 total principal amount owing thereon to \$6,700,000 million. The additional \$250,000 in funding
15 was provided by the Two Investors, as indicated in paragraph 3 above.

16 8. The \$250,000 from the Two Investors was sent to Chicago Title Company to be held in
17 escrow pending the recordation of a Third Amendment to Deed of Trust, a copy of which is
18 attached hereto as Exhibit D.

19 9. The Borrower is an entity that is approximately 70% owned and/or controlled, directly
20 or indirectly, by two former officers and principals of USACM.

21 10. I believe in my business judgment that the \$250,000 should be returned to the Two
22 Investors and that the Third Amended Deed of Trust should be cancelled and be determined to be
23 of no further force and effect.

24

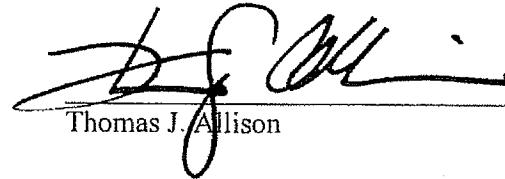
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1 I declare, under penalty of perjury, that, to the best of my knowledge, information and
2 belief, that the foregoing is true and correct.

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5 Thomas J. Allison
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SCHWARTZER & MCPHERSON LAW FIRM
2850 South Jones Boulevard, Suite 1
Las Vegas, Nevada 89146-5308
Tel: (702) 228-7590 • Fax: (702) 892-0122

“*Exhibit A*”

RECORDING REQUESTED BY:

ORANGE COAST TITLE COMPANY

HEN RECORDED MAIL TO:

USA COMMERCIAL MORTGAGE COMPANY
4484 SOUTH PECOS ROAD
LAS VEGAS, NEVADA 89121

DOC # 2005-0698067
 08/25/2005 08:00A Fee:148 00
 Page 1 of 32
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE
FILING**

(Title of Document)

148



TITLE ORDER NO R-911136-99

When Recorded, Return To:
USA Commercial Mortgage Company
4484 South Pecos Road
Las Vegas, NV 89121

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made this 17th day of August, 2005, by and between Bundy Canyon Land Development, LLC, a California limited liability company ("Trustor"), Orange Coast Title Company ("Trustee"), and those persons listed on Exhibit "A" attached hereto ("Beneficiary"). Capitalized terms used herein and not otherwise defined herein are used with the meanings set forth in that certain Construction Loan Agreement ("Loan Agreement") of even date herewith between Trustor and Beneficiary.

WITNESSETH:

That for good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, and for the purpose of securing, in such priority as Beneficiary may elect, each of the following:

1. The due, prompt and complete payment, observance, performance and discharge of each and every obligation, covenant and agreement contained in that certain Promissory Note of even date herewith in the initial principal amount of Four Million Nine Hundred Thousand Dollars (\$4,900,000) (the "Note"), together with interest thereon specified therein, executed by Trustor, as maker, to the order of Beneficiary and any and all modifications, extensions or renewals thereof, whether hereafter evidenced by the Note or otherwise; and

2. The payment of all other sums, with interest thereon at the rate of interest provided for herein or in the Note, becoming due or payable under the provisions of this Deed of Trust, the Loan Agreement or any other instrument or instruments heretofore or hereafter executed by Trustor having reference to or arising out of or securing the indebtedness represented by the Note; and

3. The payment of such additional sums and interest thereof which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, whether or not evidenced by a promissory note or notes which are secured by this Deed of Trust; and

4. The due, prompt and complete observance, performance and discharge of each and

5.9 No Merger. If both the Lessor's and Lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall have given written notice thereof to such tenant or subtenant.

5.10 Attorneys' Fees. If Beneficiary reasonably incurs any costs or expenses, including attorneys' fees, for any of the following relating to this Deed of Trust (or any other instrument evidencing or securing this loan): (a) the interpretation, performance or enforcement thereof; (b) the enforcement of any statute, regulation or judicial decision; (c) any collection effort; or (d) any suit or action for the interpretation, performance or enforcement thereof is commenced or defended, or, if any other judicial or nonjudicial proceeding is instituted by Beneficiary or any other person, and an attorney is employed by Beneficiary to appear in any such action or proceeding, or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve or enforce Beneficiary's interest in this Deed of Trust or any other security for the Note, including but not limited to proceedings under federal bankruptcy law, in eminent domain, under the probate code, or in connection with any state or federal tax lien, then Trustor agrees to pay the reasonable attorneys' fees and costs thereof. Such fees and costs shall be added to the principal of the Note and shall bear interest at the Default Rate. The foregoing notwithstanding, in any action commenced by Trustor or Beneficiary against the other to enforce the provisions of this Deed of Trust or any other instrument evidencing or securing this loan, the prevailing party of such action shall be entitled to recover its reasonable attorneys' fees (as set forth above) from the non-prevailing party and the non-prevailing party shall not be entitled to recover its attorneys' fees.

5.11 Conflict. If the term of any other Loan Document, except the Note, shall be in conflict with this Deed of Trust, then this Deed of Trust shall govern to the extent of the conflict. If the term of this Deed of Trust shall be in conflict with the Note, the Note will then govern to the extent of the conflict.

5.12 Notices. All notices to be given pursuant to this Deed of Trust shall be sufficient if given by personal service, by guaranteed overnight delivery service, by telex, telecopy or telegram or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the described addresses of the parties hereto as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, the date of sending the telex, telecopy or telegram or two (2) days after mailing certified or registered mail.

TRUSTOR'S ADDRESS:

Bundy Canyon Land Development, LLC
c/o Builder's Capital
28475 Old Town Front Street, Ste D
Temecula, CA 92590
Attn. David Fogg

BENEFICIARY'S ADDRESS:

c/o USA Commercial Mortgage Company
4484 South Pecos Road
Las Vegas, Nevada 89121
Attn. Joseph D. Milanowski

5.13 Request for Notice of Default. Trustor requests that a true and correct copy of any notice of default and any notice of sale be sent to Trustor at the address set forth in Section 5.12 hereof.

5.14 Late Charges. As set forth and defined in the Note, there shall be due to Beneficiary a Late Charge of five percent (5%) of the amount of any payment which is received by Beneficiary so as to incur a Late Charge, and all such Late Charges are secured hereby.

5.15 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (twenty percent [20%] per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

5.16 Non-Assumption. Notice is hereby given that Trustor's obligations under this Deed of Trust may not be assumed except as permitted by Section 1.11 hereof. Unless otherwise provided herein, any transfer of Trustor's interest in the Mortgaged Property or any attempted assumption of Trustor's obligations under the Deed of Trust not so approved shall constitute a default hereunder and shall permit Beneficiary to accelerate the Maturity Date of the Note. Reference to applicable sections of the Loan Documents must be made for the full text of such provisions.

5.17 Review of Covenants, Conditions and Restrictions. No covenant, condition or restriction or any rule or regulation or any other document or agreement, however, denominated, which shall purport to apply to the ownership, operation, maintenance or governance of the Mortgaged Property or any part thereof, nor any article of incorporation bylaw or any other document or agreement, however denominated, which shall purport to establish an organization for the operation, maintenance or governance of the Mortgaged Property or any part thereof, shall be approved, executed and/or recorded without the express prior written consent of Beneficiary.

5.18 Loan Agreement. Performance of Trustor's obligations under that certain Loan Agreement of even date herewith by and between Trustor and Beneficiary are secured by this Deed of Trust, and a default thereunder shall constitute an Event of Default under this Deed of Trust.

5.19 Partial Releases of Lots and Units. So long as no Event of Default has occurred and is continuing, Beneficiary shall release individual or multiple Lots (whether or not said Lot(s) contain a home on them) from the lien and operation of the Deed of Trust upon satisfaction in

Lender's sole discretion of the following requirements:

- (a) Lender shall release portions of the Real Property from the lien of the Deed of Trust upon payment to Lender of 90% of the net proceeds of the sale thereof to a bona fide third-party purchaser;
- (b) Trustor pays all costs and expenses in connection with such release and reconveyance;
- (c) Beneficiary shall have obtained a form CLTA 111 endorsement to its lender's policy of title insurance, and if requested by Beneficiary, an endorsement insuring that the partial reconveyance does not constitute a violation of the California Subdivision Map Act, all at the cost and expense of Trustor;
- (d) for the release of the last Lot remaining subject to the lien of this Deed of Trust, the total amount of the indebtedness secured hereby shall be reduced to zero, and all obligations secured hereby shall be performed in full.

For the purposes of this section, the term "net proceeds" means the gross sale price less customary and necessary closing costs, and real estate brokerage commissions; provided that if such commission is payable to Borrower or to an affiliate of Borrower, then the amount that may be deducted to arrive at net proceeds shall not exceed 2% of the gross sale price, regardless of the commission actually paid.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed as of the date first above written.

TRUSTOR: Bundy Canyon Land Development, LLC

By: USA Investors II, LLC, Manager

By: USA Investment Partners, LLC, its Managing Member

By:

Joseph D. Milanowski, Manager

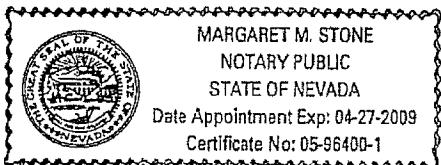
(Notary page follows)

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On August 18, 2005, before me, Margaret M. Stone, a Notary Public, personally appeared Joseph D. Milanowski, personally known to me, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mayo C. M. Stone
Notary Public



Recorder
P.O Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.nsrelkrec.com>

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: MARGARET M. STONE

Commission #: 05-96400-1

Place of Execution: CLARK, NEVADA

Date Commission Expires: 04/27/09

Date: 08/22/05

Signature: 

EXHIBIT "A"**BENEFICIARY**

	<u>NAMES</u>	<u>AMOUNT</u>
1.	Adib M. Al-Awar & Ellen A. Al-Awar Trustees of the Al-Awar Living Trust dated 04/05/01	\$100,000
2.	Daniel C. Altman & Barbara A. Altman Trustees of the Altman Living Trust dated 11/4/04	\$100,000
3.	Larry Apigian & Leona Apigian, husband & wife, as joint tenants with right of survivorship	\$50,000
4.	Tom Avena & Cindy Avena, husband & wife, as joint tenants with right of survivorship	\$50,000
5.	Steven Barker, an unmarried man	\$50,000
6.	James R. Bonfiglio & Donna M. Bonfiglio General Partners of the Broadwalk Investments Limited Partnership	\$50,000
7.	Evelyn G. Canepa & Scott Krusee Canepa Trustees of the Evelyn G. Canepa Trust dated 9/19/00	\$100,000
8.	Merle L. Capra & Marlys J. Capra Trustees of the Capra 1998 Trust	\$50,000
9.	Ronald R. Carter & Leslie A. Carter Trustees of the Ronald R. Carter & Leslie A. Carter Revocable Trust dated 10/24/91	\$50,000
10.	Robert L. Crane, Trustee of The Robert L. Crane Living Trust	\$50,000
11.	Gareth A. R. Craner Trustee of the Craner Family Trust Under Agreement dated 2/23/99	\$100,000
12.	Davis Investments, a Nevada partnership	\$80,000
13.	Joseph Davis & Marion Sharp Co-Trustees of the Davis Family Trust	\$200,000
14.	Todd Davis, an unmarried man	\$100,000
15.	Robert DiBias & Louise G. Sherk Trustees of the Louise G. Sherk, MD, a medical corporation, Employee Benefit Plan Trust	\$100,000
16.	Arthur T. Donaldson, a married man dealing with his sole & separate property	\$200,000
17.	Mary E. Dunlop Trustee of the Mary E. Dunlop 1992 Trust dated 7/29/03	\$50,000
18.	Wayne A. Dutt & Cynthia Deann Dutt Trustees of the Wayne A. Dutt Trust	\$100,000
19.	Carol C. Eyre & Edward E. Eyre, Jr. Co-Trustees of the Trust A of the 1983 Living Trust Agreement dated 8/11/83	\$50,000
20.	Ian A. Falconer, a single man	\$50,000
21.	Tad Folendorf, a married man dealing with his sole and separate property	\$50,000
22.	Timothy Folendorf, Trustee of the Timothy Folendorf Trust dated 3/21/00	\$50,000
23.	John V. Fragola, an unmarried man	\$50,000
24.	Ellyson J. Galloway, an unmarried woman	\$85,000
25.	Elwyn G. Gates & Mildred Ann Gates Trustees of the Gates Family Trust dated 6/16/00	\$50,000

“*Exhibit B*”

RECORDING REQUESTED BY

ORANGE COAST TITLE COMPANY

WHEN RECORDED MAIL TO:

GOOLD PATTERSON ALES & DAY
 c/o USA COMMERCIAL MORTGAGE COMPANY
 4496 SOUTH PECOS ROAD
 LAS VEGAS, NEVADA 89121

05-0801955
 08:00A Fee:51.00
 Page 1 of 10
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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					1				MH
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

FIRST AMENDMENT TO DEED OF TRUST

(Title of Document)

58
 T
 BTH

Elaine A. Monson
 ATTORNEY AT LAW

PO Box 45385
 Salt Lake City, Utah
 84145-0385

36 South State Street
 Suite 1400
 Salt Lake City, Utah
 84111

801 532-1500 FIRM
 801 323-3346 DIRECT
 801 532-7543 FAX
 emonson@rqn.com
 www.rqn.com

TITLE ORDER NO R-911136A-99

FIRST AMENDMENT TO DEED OF TRUST

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby agrees to the execution, delivery, and recording of this Amendment to that certain Deed of Trust, Assignments of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated August 17, 2005, executed by **Bundy Canyon Land Development, LLC**, a California limited liability company to Orange Coast Title Company as Trustee, in favor of those persons listed on Exhibit "A" as Beneficiaries. The Deed of Trust was recorded on August 25, 2005 as Document No. 2005-0698067 in the Official Records of Riverside County, State of California.

1. Said Deed of Trust is hereby amended to increase the amount secured thereby from \$4,900,000 to \$6,200,000 and to add a new **Exhibit "A"** (in the form attached hereto) thereto to reflect the present Beneficiaries.

2. Said Deed of Trust is hereby amended to include additional collateral described as that certain real property identified as Parcel 16 on **Exhibit "B"** hereto and said Deed of Trust shall hereafter affect all such real property described on the new **Exhibit "B"** hereto.

Dated this 27th day of September, 2005.

TRUSTOR: **Bundy Canyon Land Development, LLC**

By: USA Investors II, LLC, Manager

By: USA Investment Partners, LLC, its Managing Member

By:

Joseph D. Milanowski, Manager

BENEFICIARY: **USA Commercial Mortgage Company, Attorney-in-Fact**

By:

Joseph D. Milanowski, President

(Notary acknowledgment follows)

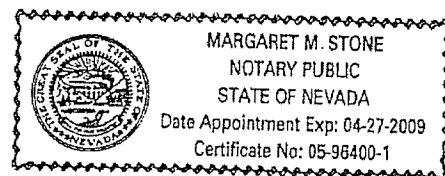
STATE OF Nevada)
COUNTY OF Clark) ss.

On Sept. 27, 2005, before me, Margaret M. Stone, a Notary Public in and for said State, personally appeared Joseph D. Milanowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Margaret M. Stone
Signature

(Seal)



Recorder
P O Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrelkrec.com>

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: MARGARET M. STONE

Commission #: 05-96400-1

Place of Execution: CLARK, NEVADA

Date Commission Expires: 04/27/09

Date: 09/28/05

Signature: 

EXHIBIT "A"

LENDERS

Bundy Canyon \$7,500,000

Vested AS	Dollars
Adib M. Al-Awar & Ellen A. Al-Awar Trustees of the Al-Awar Living Trust dated 04/05/01	\$100,000.00
Alvaro V. Perez & Heidi L. Perez, husband & wife, as joint tenants with right of survivorship	\$100,000.00
Annemarie Rehberger, Trustee of the Rehberger Family Trust dated 6/17/92	\$50,000.00
Anthony P. Wynn & Sheri J. Wynn, husband & wife, as joint tenants with right of survivorship	\$50,000.00
Arthur T. Donaldson, a married man dealing with his sole & separate property	\$200,000.00
Beth M. & Daniel E. Thiel Trustees, The Thiel Living Trust dated 2/13/99	\$50,000.00
Betty J. Guio, Trustee of the Dexter and Betty Jean Guio Trust dated 4/9/02	\$250,000.00
Beverly Fabrics Inc.	\$200,000.00
Bunny C. Vreeland, an unmarried woman	\$50,000.00
C. Zrudsky, Inc.	\$50,000.00
Carol C. Eyre & Edward E. Eyre, Jr. Co-Trustees of the Trust A of the 1983 Living Trust Agreement dated 8/11/83	\$50,000.00
Carolyn Rand Samuelson Trustee of the Carolyn Rand Samuelson Revocable Trust dated 11/2/95	\$50,000.00
Charles Duke Cummins & April M. Cummins, husband & wife, as joint tenants with the right of survivorship	\$100,000.00
D. G. Menchetti, an unmarried man	\$100,000.00
Daniel C. Altman & Barbara A. Altman Trustees of the Altman Living Trust dated 11/4/04	\$100,000.00
Daniel Drubin & Laura Drubin, husband & wife, as joint tenants with right of survivorship	\$250,000.00
Davis Investments, a Nevada partnership	\$80,000.00
Dean Watson, a married man dealing with his sole & separate property	\$50,000.00
Deanna Stein and Donald P. Stein, wife and husband, as joint tenants with the rights of survivorship	\$50,000.00
Donald S. Tomlin & Dorothy R. Tomlin Trustees of the Donald S. Tomlin & Dorothy R. Tomlin Revocable Trust dated 10/24/79	\$250,000.00
Doris E. Winter, Trustee of The Doris E. Winter Trust	\$50,000.00
Douglas Tichenor & Susan Tichenor, husband & wife, as joint tenants with right of survivorship	\$50,000.00
Dr. Allan R. Herndobler & Sue Herndobler, Husband and wife as joint tenants with right of survivorship	\$50,000.00
Eleanor Newton, TTEE, The Eleanor A. Newton Family Trust dtd 4/27/1995	\$50,000.00
Ellyson J. Galloway, an unmarried woman	\$85,000.00
Elwyn G. Gates & Mildred Ann Gates Trustees of the Gates Family Trust dated 6/16/00	\$50,000.00
Evelyn G. Canepa & Scott Krusee Canepa Trustees of the Evelyn G. Canepa Trust dated 9/19/00	\$100,000.00
Gareth A. R. Craner Trustee of the Craner Family Trust Under Agreement dated 2/23/99	\$100,000.00

Bundy Canyon \$7,500,000

Vested AS	Dollars
Gary Larson & Dolores Larson, husband & wife, as joint tenants with right of survivorship	\$70,000.00
Gerald W. Gray & Sherry A. Gray Co-Trustees under declaration of trust dated 7/19/79	\$85,000.00
Gerard Labossiere & Lucille Labossiere Trustees of the Labossiere Family Trust dated 3/20/1987	\$50,000.00
Gordon Ray Phillips, Trustee of The Gordon Ray and Nancy S. Phillips Living Trust dated January 17, 1994	\$100,000.00
H. Daniel Whitman Trustee of the Whitman Trust dated 12/1/04	\$50,000.00
Harold A. Thompson & Diana C. Thompson Trustees of the Harold A. Thompson & Diana C. Thompson Revocable Family Trust dated 7/11/90	\$50,000.00
Holly J. Pickerel, a single woman	\$75,000.00
Houghton Dental Corp Profit Sharing Plan for benefit of Geraldine Houghton	\$100,000.00
Ian A. Falconer, a single man	\$50,000.00
James D. Dery & Ann R. Dery, husband & wife	\$50,000.00
James R. Bonfiglio & Donna M. Bonfiglio General Partners of the Broadwalk Investments Limited Partnership	\$50,000.00
Jean G. Richards Trustee of the Jean G. Richards Trust dated 9/30/1999	\$50,000.00
Jennifer J. Harmon, a single woman, Cheryl Hoff, a married woman, and Richard K. Hoff, a married man, as joint tenants with the rights of survivorship	\$50,000.00
Joan L. Shoop and Kenneth D. Shoop, husband and wife as joint tenants with right of survivorship	\$50,000.00
John E. Barnes & Ginger M. Barnes, husband & wife, as joint tenants with right of survivorship	\$50,000.00
John V. Fragola, an unmarried man	\$50,000.00
Joseph Davis & Marion Sharp Co-Trustees of the Davis Family Trust	\$200,000.00
Judith A. Heinbaugh, Trustee of the Judith Ann Heinbaugh Living Trust dated 4/25/96	\$100,000.00
Karen Adams, an unmarried woman & Gary N. Taylor, a single man, as joint tenants with right of survivorship	\$50,000.00
Kermit Kruse, a married man dealing with his sole & separate property	\$50,000.00
Larry Apigian & Leona Apigian, husband & wife, as joint tenants with right of survivorship	\$50,000.00
Lawrence A. Kirkham & Kathleen B. Sanginiti Trustees of the Kirkham & Sanginiti Trust dated 2/29/96	\$50,000.00
Leif A. Johansen & Roberta K. Johansen Trustees of The Johansen Family Trust dated 10/23/87; as Amended 6/11/04	\$100,000.00
Leo G. Mantas, an unmarried man	\$75,000.00
Martin Gittleman, an unmarried man	\$51,000.00
Mary E. Dunlop Trustee of the Mary E. Dunlop 1992 Trust dated 7/29/03	\$50,000.00
Merle L. Capra & Marlys J. Capra Trustees of the Capra 1998 Trust	\$50,000.00
Monighetti, Inc., a Nevada corporation	\$50,000.00
Phil L. Pfeiler & Loy E. Pfeiler, husband & wife, as joint tenants with right of survivorship	\$200,000.00
Richard Holeyfield and Marsha Holeyfield, Trustees of the Holeyfield Family Trust dated 01/12/01	\$50,000.00
Robert DiBias & Louise G. Sherk Trustees of the Louise G. Sherk, MD, a medical corporation, Employee Benefit Plan Trust	\$100,000.00
Robert H. O'Connor & Cathleen B. O'Connor Trustees of the O'Connor Revocable Trust UTD 9/17/97	\$100,000.00
Robert L. Crane, Trustee of The Robert L. Crane Living Trust	\$50,000.00

Bundy Canyon \$7,500,000

Vested AS	Dollars
Ronald R. Carter & Leslie A. Carter Trustees of the Ronald R. Carter & Leslie A. Carter Revocable Trust dated 10/24/91	\$50,000.00
Rory L. Triantos, an unmarried woman	\$94,000.00
Samuel C. Wilson, a single man, with his sole & separate property	\$100,000.00
Sarah E. Miller, Trustee of the Miller Family Trust dated 7/30/2001	\$50,000.00
Stephen Lincoln & Patricia Lincoln Trustees of the Stephen & Patricia Lincoln Trust dated 8/21/03	\$100,000.00
Steven Barker, an unmarried man	\$50,000.00
Tad Folendorf, a married man dealing with his sole and separate property	\$50,000.00
Thomas R. Sexton, a single man	\$150,000.00
Timothy Folendorf, Trustee of the Timothy Folendorf Trust dated 3/21/00	\$50,000.00
Podd Davis, an unmarried man	\$100,000.00
Tom Avena & Cindy Avena, husband & wife, as joint tenants with right of survivorship	\$50,000.00
Virgil L. Birgen & La Donna F. Birgen Trustees of the Birgen Charitable Trust dated 8/1/90	\$50,000.00
Wayne A. Dutt & Cynthia Deann Dutt Trustees of the Wayne A. Dutt Trust	\$100,000.00
William L. McQuerry Trustee of the McQuerry Family Partnership	\$50,000.00
Yit Tisoni, a single man	\$85,000.00
<i>Exhibit 'A' for 76 people with a total \$ value of</i>	
	\$6,200,000.00

“Exhibit C”

DOC # 2006-0017133

01/09/2006 08:00A Fee:34.00

Page 1 of 10

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
Orange Coast Title

WHEN RECORDED, RETURN TO:

USA Commercial Mortgage Company
4484 South Pecos Road
Las Vegas, Nevada 89121
(702) 734-2400

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
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SECOND AMENDMENT TO DEED OF TRUST

3X T CM

B9/11/36A-99

SECOND AMENDMENT TO DEED OF TRUST

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby agrees to the execution, delivery, and recording of this Amendment to that certain Deed of Trust, Assignments of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated August 25, 2005, executed by **Bundy Canyon Land Development, LLC**, a California limited liability company to Orange Coast Title Company as Trustee, in favor of those persons listed on Exhibit "A" as Beneficiaries. The Deed of Trust was recorded on August 25, 2005 as Document No. 2005-0698067 in the Official Records of Riverside County, State of California; and a First Amendment to Deed of Trust was recorded on September 18 2005 as Document No. 2005-0801955 in the Official Records of Riverside County, State of California..

Said Deed of Trust is hereby amended to increase the amount secured thereby from \$6,200,000 to \$6,450,000 and to add a new **Exhibit "A"** (in the form attached hereto) thereto to reflect the present Beneficiaries.

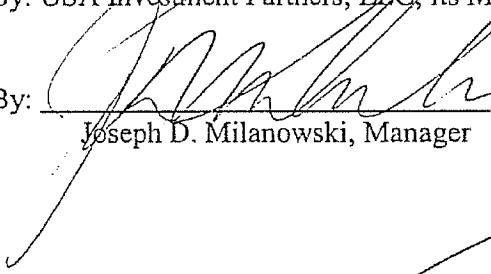
Dated this 19th day of December, 2005.

TRUSTOR: **Bundy Canyon Land Development, LLC**

By: USA Investors II, LLC, Manager

By: USA Investment Partners, LLC, its Managing Member

By:


Joseph D. Milanowski, Manager

BENEFICIARY: **USA Commercial Mortgage Company, Attorney-in-Fact for Lenders in Exhibit A**

By:


Joseph D. Milanowski, President

(Notary acknowledgment follows)

STATE OF Nevada)
COUNTY OF Clark) ss.

On Dec. 19, 2005, before me, MARGARET M. STONE, a Notary Public in and for said State, personally appeared Joseph D. Milanowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

MARGARET M. STONE
Signature

(Seal)

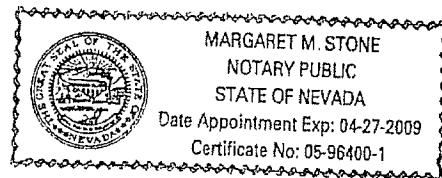


EXHIBIT "A"

LENDER

	NAME	Amount
1	Karen Adams an unmarried woman & Gary N. Taylor a single man as joint tenants with right of survivorship	\$50,000
2	Adib M. Al-Awar & Ellen A. Al-Awar Trustees of the Al-Awar Living Trust dated 04/05/01	\$100,000
3	Daniel C. Altman & Barbara A. Altman Trustees of the Altman Living Trust dated 11/4/04	\$100,000
4	Larry Apigian & Leona Apigian husband & wife as joint tenants with right of survivorship	\$50,000
5	Tom Avena & Cindy Avena husband & wife as joint tenants with right of survivorship	\$50,000
6	Steven Barker an unmarried man	\$50,000
7	John E. Barnes & Ginger M. Barnes husband & wife as joint tenants with right of survivorship	\$50,000
8	Virgil L. Birgen & La Donna F. Birgen Trustees of the Birgen Charitable Trust dated 8/1/90	\$50,000
9	James R. Bonfiglio & Donna M. Bonfiglio General Partners of the Broadwalk Investments Limited Partnership	\$50,000
10	Doris Mae Campbell Trustee of the Doris Mae Campbell Revocable Trust of 1999 dated 3/30/99	\$50,000
11	Evelyn G. Canepa & Scott Krusee Canepa Trustees of the Evelyn G. Canepa Trust dated 9/19/00	\$100,000
12	Merle L. Capra & Marlys J. Capra Trustees of the Capra 1998 Trust	\$50,000
13	Ronald R. Carter & Leslie A. Carter Trustees of the Ronald R. Carter & Leslie A. Carter Revocable Trust dated 10/24/91	\$50,000
14	Robert L. Crane Trustee of The Robert L. Crane Living Trust	\$50,000
15	Gareth A. R. Craner Trustee of the Craner Family Trust Under Agreement dated 2/23/99	\$100,000
16	Charles Duke Cummins & April M. Cummins husband & wife as joint tenants with the right of survivorship	\$100,000
17	Davis Investments a Nevada partnership	\$80,000
18	Todd Davis an unmarried man	\$100,000
19	Joseph Davis & Marion Sharp Co-Trustees of the Davis Family Trust	\$200,000
20	James D. Dery & Ann R. Dery husband & wife	\$50,000
21	Robert DiBias & Louise G. Sherk Trustees of the Louise G. Sherk MD a medical corporation Employee Benefit Plan Trust	\$100,000
22	Arthur T. Donaldson a married man dealing with his sole & separate property	\$200,000
23	Daniel Drubin & Laura Drubin husband & wife as joint tenants with right of survivorship	\$250,000

24	Mary E. Dunlop Trustee of the Mary E. Dunlop 1992 Trust dated 7/29/03	\$50,000
25	Wayne A. Dutt & Cynthia Deann Dutt Trustees of the Wayne A. Dutt Trust	\$100,000
26	Carol C. Eyre & Edward E. Eyre Jr. Co-Trustees of the Trust A of the 1983 Living Trust Agreement dated 8/11/83	\$50,000
27	Ian A. Falconer a single man	\$50,000
28	Timothy Folendorf Trustee of the Timothy Folendorf Trust dated 3/21/00	\$50,000
29	Tad Folendorf a married man dealing with his sole and separate property	\$50,000
30	John V. Fragola an unmarried man	\$50,000
31	Ellyson J. Galloway an unmarried woman	\$85,000
32	Elwyn G. Gates & Mildred Ann Gates Trustees of the Gates Family Trust dated 6/16/00	\$50,000
33	Martin Gittleman an unmarried man	\$51,000
34	Paul D. Graf and Margaret A. Graf husband and wife as joint tenants with the right of survivorship	\$50,000
35	Gerald W. Gray & Sherry A. Gray Co-Trustees under declaration of trust dated 7/19/79	\$85,000
36	Betty J. Guio Trustee of the Dexter and Betty Jean Guio Trust dated 4/9/02	\$250,000
37	Jennifer J. Harmon a single woman Cheryl Hoff a married woman and Richard K. Hoff a married man as joint tenants with the rights of survivorship	\$50,000
38	Judith A. Heinbaugh Trustee of the Judith Ann Heinbaugh Living Trust dated 4/25/96	\$100,000
39	Dr. Allan R. Herndobler & Sue Herndobler Husband and wife as joint tenants with right of survivorship	\$50,000
40	Richard Holeyfield and Marsha Holeyfield Trustees of the Holeyfield Family Trust dated 01/12/01	\$50,000
41	Mila Horak an unmarried woman	\$50,000
42	Houghton Dental Corp Profit Sharing Plan for benefit of Geraldine Houghton	\$100,000
43	Leif A. Johansen & Roberta K. Johansen Trustees of The Johansen Family Trust dated 10/23/87; as Amended 6/11/04	\$100,000
44	Lawrence A. Kirkham & Kathleen B. Sanginiti Trustees of the Kirkham & Sanginiti Trust dated 2/29/96	\$50,000
45	Kermit Kruse a married man dealing with his sole & separate property	\$50,000
46	Gerard LaBossiere & Lucille LaBossiere Trustees of the LaBossiere Family Trust dated 3/20/1987	\$50,000
47	Gary Larson & Dolores Larson husband & wife as joint tenants with right of survivorship	\$70,000
48	Stephen Lincoln & Patricia Lincoln Trustees of the Stephen & Patricia Lincoln Trust dated 8/21/03	\$100,000
49	World Links Group LLC a California limited liability company	\$75,000
50	William L. McQuerry Trustee of the McQuerry Family Trust dated 1/25/80	\$50,000
51	D. G. Menchetti an unmarried man	\$100,000

52	Sarah E. Miller Trustee of the Miller Family Trust dated 7/30/2001	\$50,000
53	Monighetti Inc. a Nevada corporation	\$50,000
54	Eleanor Newton TTEE The Eleanor A. Newton Family Trust dtd 4/27/1995	\$50,000
55	Robert H. O'Connor & Cathleen B. O'Connor Trustees of the O'Connor Revocable Trust UTD 9/17/97	\$100,000
56	Alvaro V. Perez & Heidi L. Perez husband & wife as joint tenants with right of survivorship	\$100,000
57	Phil L. Pfeiler & Loy E. Pfeiler husband & wife as joint tenants with right of survivorship	\$200,000
58	Gordon Ray Phillips Trustee of The Gordon Ray and Nancy S. Phillips Living Trust dated January 17 1994	\$100,000
59	Holly J. Pickerel a single woman	\$75,000
60	Carolyn Rand Samuelson Trustee of the Carolyn Rand Samuelson Revocable Trust dated 11/2/95	\$50,000
61	Annemarie Rehberger Trustee of the Rehberger Family Trust dated 6/17/92	\$50,000
62	Jean G. Richards Trustee of the Jean G. Richards Trust dated 9/30/1999	\$50,000
63	Yankee Holdings LLC a Arizona corporation	\$50,000
64	Thomas R. Sexton a single man	\$150,000
65	Joan L. Shoop and Kenneth D. Shoop husband and wife as joint tenants with right of survivorship	\$50,000
66	Beverly Fabrics Inc.	\$200,000
67	Deanna Stein and Donald P. Stein wife and husband as joint tenants with the rights of survivorship	\$50,000
68	Beth M. & Daniel E. Thiel Trustees The Thiel Living Trust dated 2/13/99	\$50,000
69	Harold A. Thompson & Diana C. Thompson Trustees of the Harold A. Thompson & Diana C. Thompson Revocable Family Trust dated 7/11/90	\$50,000
70	Douglas Tichenor & Susan Tichenor husband & wife as joint tenants with right of survivorship	\$50,000
71	Yit Tisoni a single man	\$85,000
72	Donald S. Tomlin & Dorothy R. Tomlin Trustees of the Donald S. Tomlin & Dorothy R. Tomlin Revocable Trust dated 10/24/79	\$250,000
73	Rory L. Triantos an unmarried woman	\$94,000
74	Bunny C. Vreeland an unmarried woman	\$50,000
75	Dean Watson a married man dealing with his sole & separate property	\$50,000
76	H. Daniel Whitman Trustee of the Whitman Trust dated 12/1/04	\$50,000
77	Richard J. Williams Trustee of The Richard J. Williams Living Trust dated 12/14/01	\$50,000
78	Samuel C. Wilson a single man with his sole & separate property	\$100,000
79	Doris E. Winter Trustee of The Doris E. Winter Trust	\$50,000
80	Anthony P. Wynn & Sheri J. Wynn husband & wife as joint tenants with right of survivorship	\$50,000
81	C. Zrudsky Inc.	\$50,000

TOTAL	\$6,450,000
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“*Exhibit D*”

DOC # 2006-0424274

06/13/2006 08:00A Fee:50.00

Page 1 of 10

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:
Orange Coast Title Company

PREPARED BY AND WHEN RECORDED,
RETURN TO:

USA Commercial Mortgage Company
4484 South Pecos Road
Las Vegas, Nevada 89121
(702) 734-2400

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THIRD AMENDMENT TO DEED OF TRUST

THIRD AMENDMENT TO DEED OF TRUST

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby agrees to the execution, delivery, and recording of this Amendment to that certain Deed of Trust, Assignments of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated August 25, 2005, executed by **Bundy Canyon Land Development, LLC**, a California limited liability company to Orange Coast Title Company as Trustee, in favor of those persons listed on Exhibit "A" as Beneficiaries. The Deed of Trust was recorded on August 25, 2005 as Document No. 2005-0698067 in the Official Records of Riverside County, State of California; a First Amendment to Deed of Trust was recorded on September 28, 2005 as Document No. 2005-0801955 in the Official Records of Riverside County, State of California; and a Second Amendment to Deed of Trust was recorded on January 9, 2006 as Document No. 2006-0017133 in the Official Records of Riverside County, State of California.

Said Deed of Trust is hereby amended to increase the amount secured thereby from \$6,450,000 to \$6,700,000 and to add a new **Exhibit "A"** (in the form attached hereto) thereto to reflect the present Beneficiaries.

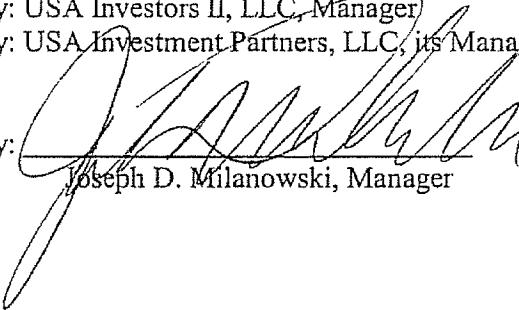
Dated this 10th day of March, 2006.

TRUSTOR: **Bundy Canyon Land Development, LLC**

By: USA Investors II, LLC, Manager

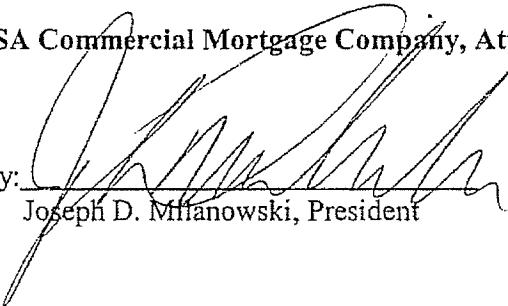
By: USA Investment Partners, LLC, its Managing Member

By:


Joseph D. Milanowski, Manager

BENEFICIARY: **USA Commercial Mortgage Company, Attorney-in-Fact**

By:


Joseph D. Milanowski, President

(Notary acknowledgment follows)

STATE OF Nevada)
COUNTY OF Clark) ss.

On March 10, 2006, before me, MARGARET M. STONE, a Notary Public in and for said State, personally appeared Joseph D. Milanowski, President of USA Commercial Mortgage Company and Manager of USA Investment Partners, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

MARGARET M. STONE

Signature

(Seal)

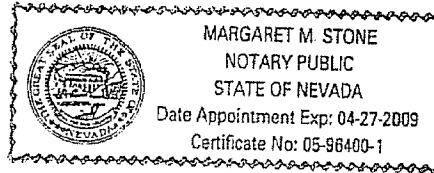


EXHIBIT "A"

LENDERS

	<u>NAMES</u>	<u>AMOUNT</u>
1	Karen Adams an unmarried woman & Gary N. Taylor a single man as joint tenants with right of survivorship	\$50,000
2	Adib M. Al-Awar & Ellen A. Al-Awar Trustees of the Al-Awar Living Trust dated 04/05/01	\$100,000
3	Daniel C. Altman & Barbara A. Altman Trustees of the Altman Living Trust dated 11/4/04	\$100,000
4	Larry Apigian & Leona Apigian husband & wife as joint tenants with right of survivorship	\$50,000
5	Thomas Avena & Cindy Avena husband & wife as joint tenants with right of survivorship	\$50,000
6	Steven Barker an unmarried man	\$50,000
7	John E. Barnes & Ginger M. Barnes husband & wife as joint tenants with right of survivorship	\$50,000
8	Robert G. Berry Jr. and Jeannette K. Berry husband and wife as joint tenants with the right of survivorship	\$200,000
9	Virgil L. Birgen & La Donna F. Birgen Trustees of the Birgen Charitable Trust dated 8/1/90	\$50,000
10	James R. Bonfiglio & Donna M. Bonfiglio General Partners of the Broadwalk Investments Limited Partnership	\$50,000
11	Vivien C. Bonzo an unmarried woman and Sonia Rodriguez an unmarried woman as joint tenants with the right of survivorship	\$50,000
12	Doris Mae Campbell Trustee of the Doris Mae Campbell Revocable Trust of 1999 dated 3/30/99	\$50,000
13	Evelyn G. Canepa & Scott Krusee Canepa Trustees of the Evelyn G. Canepa Trust dated 9/19/00	\$100,000
14	Merle L. Capra & Marlys J. Capra Trustees of the Capra 1998 Trust	\$50,000
15	Ronald R. Carter & Leslie A. Carter Trustees of the Ronald R. Carter & Leslie A. Carter Revocable Trust dated 10/24/91	\$50,000
16	Robert L. Crane Trustee of The Robert L. Crane Living Trust	\$50,000
17	Gareth A. R. Craner Trustee of the Craner Family Trust Under Agreement dated 2/23/99	\$100,000
18	Charles Duke Cummins & April M. Cummins husband & wife as joint tenants with the right of survivorship	\$100,000
19	Davis Investments a Nevada partnership	\$80,000
20	Joseph Davis & Marion Sharp Co-Trustees of the Davis Family Trust	\$200,000

21	Todd Davis an unmarried man	\$100,000
22	James D. Dery & Ann R. Dery husband & wife	\$50,000
23	Robert DiBias & Louise G. Sherk Trustees of the Louise G. Sherk MD a medical corporation Employee Benefit Plan Trust	\$100,000
24	Arthur T. Donaldson a married man dealing with his sole & separate property	\$200,000
25	Daniel Drubin & Laura Drubin husband & wife as joint tenants with right of survivorship	\$250,000
26	Mary E. Dunlop Trustee of the Mary E. Dunlop 1992 Trust dated 7/29/03	\$50,000
27	Wayne A. Dutt & Cynthia Deann Dutt Trustees of the Wayne A. Dutt Trust	\$100,000
28	Carol C. Eyre & Edward E. Eyre Jr. Co-Trustees of the Trust A of the 1983 Living Trust Agreement dated 8/11/83	\$50,000
29	Ian A. Falconer a single man	\$50,000
30	Tad Folendorf a married man dealing with his sole and separate property	\$50,000
31	Timothy Folendorf Trustee of the Timothy Folendorf Trust dated 3/21/00	\$50,000
32	John V. Fragola an unmarried man	\$50,000
33	Ellyson J. Galloway an unmarried woman	\$85,000
34	Elwyn G. Gates & Mildred Ann Gates Trustees of the Gates Family Trust dated 6/16/00	\$50,000
35	Martin Gittleman an unmarried man	\$51,000
36	Paul D. Graf and Margaret A. Graf husband and wife as joint tenants with the right of survivorship	\$50,000
37	Gerald W. Gray & Sherry A. Gray Co-Trustees under declaration of trust dated 7/19/79	\$85,000
38	Betty J. Guio Trustee of the Dexter and Betty Jean Guio Trust dated 4/9/02	\$250,000
39	Jennifer J. Harmon a single woman Cheryl Hoff a married woman and Richard K. Hoff a married man as joint tenants with the rights of survivorship	\$50,000
40	Judith A. Heinbaugh Trustee of the Judith Ann Heinbaugh Living Trust dated 4/25/96	\$100,000
41	Dr. Allan R. Herndobler & Sue Herndobler Husband and wife as joint tenants with right of survivorship	\$50,000
42	Richard Holeyfield and Marsha Holeyfield Trustees of the Holeyfield Family Trust dated 01/12/01	\$50,000
43	Mila Horak an unmarried woman	\$50,000
44	Houghton Dental Corp Profit Sharing Plan for benefit of Geraldine Houghton	\$100,000
45	Leif A. Johansen & Roberta K. Johansen Trustees of The Johansen Family Trust dated 10/23/87; as Amended 6/11/04	\$100,000
46	Lawrence A. Kirkham & Kathleen B. Sanginiti Trustees of the Kirkham & Sanginiti Trust dated 2/29/96	\$50,000
47	Kermit Kruse a married man dealing with his sole & separate property	\$50,000

48	Gerard A. LaBossiere & Lucille LaBossiere Trustees of the LaBossiere Family Trust dated 3/20/1987	\$50,000
49	Gary Larson & Dolores Larson husband & wife as joint tenants with right of survivorship	\$70,000
50	Stephen Lincoln & Patricia Lincoln Trustees of the Stephen & Patricia Lincoln Trust dated 8/21/03	\$100,000
51	World Links Group LLC a California limited liability company	\$75,000
52	William L. McQuerry Trustee of the McQuerry Family Trust dated 1/25/80	\$50,000
53	D. G. Menchetti an unmarried man	\$100,000
54	Sarah E. Miller Trustee of the Miller Family Trust dated 7/30/2001	\$50,000
55	Monighetti Inc. a Nevada corporation	\$50,000
56	Eleanor Newton TTEE The Eleanor A. Newton Family Trust dtd 4/27/1995	\$50,000
57	Robert H. O'Connor & Cathleen B. O'Connor Trustees of the O'Connor Revocable Trust UTD 9/17/97	\$100,000
58	Alvaro V. Perez & Heidi L. Perez husband & wife as joint tenants with right of survivorship	\$100,000
59	Phil L. Pfeiler & Loy E. Pfeiler husband & wife as joint tenants with right of survivorship	\$200,000
60	Gordon Ray Phillips Trustee of The Gordon Ray and Nancy S. Phillips Living Trust dated January 17 1994	\$100,000
61	Holly J. Pickeral a single woman	\$75,000
62	Carolyn Rand Samuelson Trustee of the Carolyn Rand Samuelson Revocable Trust dated 11/2/95	\$50,000
63	Annemarie Rehberger Trustee of the Rehberger Family Trust dated 6/17/92	\$50,000
64	Jean G. Richards Trustee of the Jean G. Richards Trust dated 9/30/1999	\$50,000
65	Yankee Holdings LLC a Arizona corporation	\$50,000
66	Thomas R. Sexton a single man	\$150,000
67	Joan L. Shoop and Kenneth D. Shoop husband and wife as joint tenants with right of survivorship	\$50,000
68	Beverly Fabrics Inc.	\$200,000
69	Deanna Stein and Donald P. Stein wife and husband as joint tenants with the rights of survivorship	\$50,000
70	Beth M. & Daniel E. Thiel Trustees The Thiel Living Trust dated 2/13/99	\$50,000
71	Harold A. Thompson & Diana C. Thompson Trustees of the Harold A. Thompson & Diana C. Thompson Revocable Family Trust dated 7/11/90	\$50,000
72	Douglas Tichenor & Susan Tichenor husband & wife as joint tenants with right of survivorship	\$50,000
73	Yit Tisoni a single man	\$85,000
74	Donald S. Tomlin & Dorothy R. Tomlin Trustees of the Donald S. Tomlin & Dorothy R. Tomlin Revocable Trust dated 10/24/79	\$250,000

75	Rory L. Triantos an unmarried woman	\$94,000
76	Bunny C. Vreeland an unmarried woman	\$50,000
77	Dean Watson a married man dealing with his sole & separate property	\$50,000
78	H. Daniel Whitman Trustee of the Whitman Trust dated 12/1/04	\$50,000
79	Richard J. Williams Trustee of The Richard J. Williams Living Trust dated 12/14/01	\$50,000
80	Samuel C. Wilson a single man with his sole & separate property	\$100,000
81	Doris E. Winter Trustee of The Doris E. Winter Trust	\$50,000
82	Anthony P. Wynn & Sheri J. Wynn husband & wife as joint tenants with right of survivorship	\$50,000
	C. Zrudsky Inc.	\$50,000
	TOTAL	\$6,700,000

EXHIBIT "B"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 20, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 2:

LOTS 1, 2, 5, 6, 9, 10, 15, 16, 19, 20, 23 AND 24 OF BLOCK 9 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS

PARCEL 3:

LOTS 3, 4, 7, 8, 11, 12, 13, 14, 18, 21, AND 22 IN BLOCK 10 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 4:

LOTS 5, 6, 9, 10, 15, 19 AND 20 IN BLOCK 11 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 5:

LOTS 1, 2, 5, 6, 9, 10, 15, 16, 19, 20, 23 AND 24 IN BLOCK 12 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

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PARCEL 6:

LOTS 5, 6, 9, 10, 15, 16, 19, 20, 23 AND 24 IN BLOCK 17 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 7:

LOTS 3, 4, 9, 10, 15, 16, 21 AND 22 IN BLOCK 18 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 8:

LOTS 3, 4, 7, 8, 11, 12, 13, 14, 17, 18, 21 AND 22 IN BLOCK 9 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 9:

LOTS 1, 2, 5, 6, 9, 10, 15, 16, 17, 19, 20, 23 AND 24 IN BLOCK 10 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 10:

LOTS 1, 2, 3, 4, 11, 12, 13, 14, 18, 21, 22, 23 AND 24 IN BLOCK 11 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

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PARCEL 11:

LOTS 1, 2, 5, 6, 7, 8, 17, 18, 19, 20, 23 AND 24 IN BLOCK 19 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 12:

LOTS 3, 4, 7, 8, 11, 12, 13, 14, 17, 18, 21 AND 22 IN BLOCK 12 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 13:

LOTS 1, 2, 5, 6, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 23 AND 24 IN BLOCK 18 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 14:

LOTS 3, 4, 9, 10, 15, 16, 21 AND 22 IN BLOCK 19 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

PARCEL 15:

LOTS 4, 7, 8, 11, 12, 13, 14, 17, 21 AND 22 IN BLOCK 17 OF LAKE ELSINORE COUNTRY HOME ACRES, IN THE COUNTY OF RIVERSIDE, AS PER MAP RECORDED IN BOOK 13 PAGES 2 AND 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS THAT MAY BE WITHIN OR UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE THEREOF AS RESERVED BY WALTER M. JOHNSON AND RUTH RAE JOHNSON IN DEED RECORDED AUGUST 12, 1966 AS INSTRUMENT NO. 82545, OFFICIAL RECORDS.

LEGAL DESCRIPTION END - PAGE THREE

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